\* \* \* \* \* \* \* \* \* \* \* \* \* \* WISN-TV (Milwaukee, WI)

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# ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Candi	date/Issue	NATION	1 PEPUBL	CAN SENA	TE COMMITTE	Ź
candic	Dates (if one folder is used per late, a separate checklist must be eted for each flight)	10/24	//12 - 10	130/12	<u>Initials</u>	
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17	<b>'</b> )	Date:			
2.	Original contract showing requested time (when available)		Date:	8/20/12	<u>a</u>	
3.	Updated contracts as order changes.		Date:	10/29/12	&_	
4.	Invoice of schedule as actually broadcas including amount of rebates given (exac date, time, class of time and amount			11/1/12	B.	
	for each rebate), if any		Date:			
		C	packlist Com	nlatadı		
			hecklist Com	рісіса.		
		Ву:	<del></del>	_		
		Date: _	-			

CONTRACT

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

	Contract / Rev	<u>vision</u>	Ali	t Order #	
	902331	/ 1	06	112211	
Product					
IRSC					
Contract Dates	Estimate #				
0/24/12 - 10/30/12					
<u>Advertiser</u>			Origin	nal Date /	Revision
NRSC National Republica	an Senate Cor	nm	08/2	20/12	/ 08/20/12
	Billing Cycle	Billing	Calend	dar	Cash/Trade
	EOM/EOC	Broado	cast		Cash
	Station	Accour	nt Exe	<u>cutive</u>	Sales Office
	WISN	Will Hi	ldebrai	ndt	HRP -Washingto
	Special Handl	l <del>ing</del>	_		
	Demographic				
	Adults 25-54				
	16.02	A .1 1			
	IDB#	<u>Advert</u>	iser Co	<u>pae</u>	Product Code
	9912521				
	Agency Ref		Ac	dvertiser	Ref

Print Date 08/20/12

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
1 WISN 10/24/12 10/26/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	5-6A <u>Rate</u> \$250.00	:30	NM 3	\$750.00
2 WISN 10/29/12 10/30/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	5-6A <u>Rate</u> \$250.00	:30	NM 2	\$500.00
3 WISN 10/24/12 10/26/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	6-7A <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
4 WISN 10/29/12 10/30/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	6-7A <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
5 WISN 10/24/12 10/26/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12wTF 3	7-9a <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
6 WISN 10/29/12 10/30/12 Good Morning America Start Date	7-9a <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
7 WISN 10/24/12 10/26/12 LIVE WITH KELLY! <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	9-10am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
8 WISN 10/29/12 10/30/12 LIVE WITH KELLY! <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	9-10am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
9       WISN 10/24/12       10/26/12       The View         Start Date       End Date       Weekdays       Spots/Week         Week: 10/22/12       10/28/12      wTF       3	10-11am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
10 WISN 10/29/12       10/30/12       The View         Start Date       End Date       Weekdays       Spots/Week         Week: 10/29/12       11/04/12       MT       2	10-11am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
11 WISN 10/24/12 10/26/12 THE CHEW	12P-1P	:30	NM 3	\$600.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order # 902331 06112211 Contract Dates Product Estimate # NRSC 10/24/12 - 10/30/12

Advertiser Original Date / Revision 08/20/12 / 08/20/12 NRSC National Republica

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Sp	ots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        wtf         3	<u>Rate</u> \$200.00				
12 WISN 10/29/12 10/30/12 THE CHEW <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	12P-1P <u>Rate</u> \$200.00	:30	NM	2	\$400.00
13 WISN 10/24/12 10/26/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	3-4p <u>Rate</u> \$500.00	:30	NM	3	\$1,500.00
14 WISN 10/29/12 10/30/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	3-4p <u>Rate</u> \$500.00	:30	NM	2	\$1,000.00
15 WISN 10/24/12 10/26/12 DR. OZ  Start Date	4P-5P <u>Rate</u> \$550.00	:30	NM	3	\$1,650.00
16 WISN 10/29/12 10/30/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	4P-5P <u>Rate</u> \$550.00	:30	NM	2	\$1,100.00
17 WISN 10/24/12 10/26/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	5-530pm <u>Rate</u> \$850.00	:30	NM	3	\$2,550.00
18 WISN 10/29/12 10/30/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	5-530pm <u>Rate</u> \$850.00	:30	NM	2	\$1,700.00
19 WISN 10/24/12 10/26/12 News M-F 6p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	6-630pm <u>Rate</u> \$1,000.00	:30	NM	3	\$3,000.00
20 WISN 10/29/12 10/30/12 News M-F 6p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	6-630pm <u>Rate</u> \$1,000.00	:30	NM	2	\$2,000.00
21 WISN 10/24/12       10/26/12       Entertainment Tonigh         Start Date       End Date       Weekdays       Spots/Week         Week: 10/22/12       10/28/12      wTF       3	630p-7pm <u>Rate</u> \$800.00	:30	NM	3	\$2,400.00
22 WISN 10/29/12 10/30/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	630p-7pm <u>Rate</u> \$800.00	:30	NM	2	\$1,600.00
23 WISN 10/24/12 10/26/12 Late News 10PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12W-F 2	10-1030p <u>Rate</u> \$1,500.00	:30	NM	2	\$3,000.00
24 WISN 10/29/12       10/30/12       Late News 10PM LTC         Start Date       End Date       Weekdays       Spots/Week         Week: 10/29/12       11/04/12       MT       2	10-1030p <u>Rate</u> \$1,500.00	:30	NM	2	\$3,000.00
25 WISN 10/25/12 10/25/12 Late News 1030PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	1030p-11p <u>Rate</u> \$850.00	:30	NM	1	\$850.00
26 WISN 10/29/12 10/29/12 Late News 1030PM LTC  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 1 1	1030p-11p <u>Rate</u> \$850.00	:30	NM	1	\$850.00
27 WISN 10/24/12 10/25/12 Nightline Start Date End Date Weekdays Spots/Week	11p-1130p <u>Rate</u>	:30	NM	2	\$1,500.00

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Notwithslanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on confracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

08/20/12

/ 08/20/12

76

\$64,900.00

Totals



	Contract / Revision 902331 / 1	Alt Order # 06112211	
Contract Dates 10/24/12 - 10/30/12	Product NRSC	Estimate #	
Advertiser	Or	iginal Date / Revision	_

NRSC National Republica

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Sp	ots	Amount
Week: 10/22/12	<u>Rate</u> \$750.00				
28 WISN 10/30/12 10/30/12 Nightline	11p-1130p	:30	MM	1	\$750.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         -1         1	<u>Rate</u> \$750.00				
29 WISN 10/29/12 10/29/12 DWTS	Prime Other	:30	NM	1	\$5,000.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/29/12         11/04/12         1         1	<u>Rate</u> \$5,000.00				
30 WISN 10/27/12 10/27/12 News Sat 7-9a	7-9am _	:30	NM	1	\$350.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$3 <i>5</i> 0.00				
31 WISN 10/27/12 10/27/12 SA 5-530p	5a-530p	:30	NM	1	\$500.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1-         1	<u>Rate</u> \$500.00				
32 WISN 10/27/12 10/27/12 News Sa 6p-7p	6-7PM	:30	NM	1	\$550.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1-         1	<u>Rate</u> \$550.00				
33 WISN 10/27/12 10/27/12 Sat ABC Prime Other	Prime Other	:30	NM	1	\$7,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1-         1	<u>Rate</u> \$7,000.00				
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	<u>Type</u>		
1 WISN 10/22/12-10/28/12 Sat ABC Prime Other See MG 33.2	Prime Other	<b></b> Sa :30 <del>\$7,000.00</del>	NM		
2 WISN 10/22/12-10/28/12 ABC Prime College Footbal  ⊕ MG for 33.1 10/27	7-1030p	Sa :30 \$7,000.00	NM		
34 WISN 10/28/12 10/28/12 News Sun 7-9a	7-9am	:30	NM	1	\$300.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$300.00				
35 WISN 10/28/12 10/28/12 Sun 9-930A	9-930A	:30	NM	1	\$300.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$300.00				777
36 WISN 10/28/12 10/28/12 This Week With Georg	930-1030am	:30	NM	1	\$850.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$850.00				
37 WISN 10/28/12 10/28/12 News Sun 530pm	530-6p	:30	NM	1	\$500.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$500.00				
38 WISN 10/28/12 10/28/12 Late News 10pm LTC	10p-1030p	:30	NM	1	\$1,500.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$1,500.00				
39 WISN 10/28/12 10/28/12 Late News SU 1030PM	1030p-11p	:30	NM	1	\$850.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/22/12         10/28/12        1         1	<u>Rate</u> \$850.00				_
N 40 WISN 10/27/12 10/27/12 Badgers	230p-6p	:30	NM	1	\$8,500.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/125- 1	<u>Rate</u> \$8,500.00				

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WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	902331 / 1	06112211
Contract Dates 10/24/12 - 10/30/12	Product NRSC	Estimate #
Advertiser NRSC National Repub	1	Original Date / Revision 08/20/12 / 08/20/12

Time Period	# of Spots	Gross Amount	Net Amount	
10/01/12 -10/28/12	49	\$43,800.00	\$37,230.00	
10/29/12 -10/30/12	27	\$21,100.00	\$17,935.00	
Totals	76	\$64,900.00	\$55,165.00	

Signature:			Date:	

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncanceliable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

## 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### . AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specitying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of	property and mail, but assumes no liability for loss or damage to program or commercial
materials and other property furnished by the Agency in connection with broadcasts hereunder.	The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except after its prior approval.	

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall took initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

# Contract Agreement Between: CONTRACT WISN TV 759 N. 19th Street

Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

	Contract / Rev	vision	Alt Ord	ler#
	902331	/ 3	061122	211
Product		-		
VRSC				
Contract Dates	Estimate #			
10/24/12 - 10/30/12				
Advertiser		-	Original D	ate / Revision
NRSC National Republica	ın Senate Cor	nm	10/24/12	
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broado	cast	Cash
	Station	Accour	nt Executive	e Sales Office
	WISN	Will Hi	ldebrandt	HRP -Washingto
	Special Hand	ing		
	<u>Demographic</u>			
	Adults 25-54			
	<u> </u>		<del></del>	
	IDB#	Advert	iser Code	Product Code
	9912521			

Agency Ref

Advertiser Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots/	T 0 .	
1 WISN 10/24/12 10/26/12 News M-F 5a		,	Type Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        wTF         3	5-6A <u>Rate</u> \$250.00	:30	NM 3	\$750.00
2 WISN 10/29/12 10/30/12 News M-F 5a  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MT 2	5-6A <u>Rate</u> \$250.00	:30	NM 2	\$500.00
3 WISN 10/24/12 10/26/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	6-7A <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
4 WISN 10/29/12 10/30/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	6-7A <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
5 WISN 10/24/12 10/26/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	7-9a <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
6 WISN 10/29/12 10/30/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	7-9a <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
7 WISN 10/24/12 10/26/12 LIVE WITH KELLY!  Start Date	9-10am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
8 WISN 10/29/12 10/30/12 LIVE WITH KELLY!  Start Date	9-10am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
9 WISN 10/24/12 10/26/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	10-11am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
10 WISN 10/29/12       10/30/12       The View         Start Date       End Date       Weekdays       Spots/Week         Week: 10/29/12       11/04/12       MT       2	10-11am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
11 WISN 10/24/12 10/26/12 THE CHEW	12P-1P	:30	NM 3	\$600.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



Contract / Revision Alt Order# 902331 1 06112211 Contract Dates Product Estimate # 10/24/12 - 10/30/12 NRSC Advertiser Original Date / Revision NRSC National Republica 10/24/12 / 10/24/12

	—, <u>—</u>						
*Line Ch Start Date End Date Description	Start/End Time	Davis	Spot		_		
		Days Le	ength Wee	k Rate	Type	Spots	Amount
Week: 10/22/12 10/28/12WTF 3	<u>Rate</u> \$200.00						
12 WISN 10/29/12 10/30/12 THE CHEW	12P-1P		:30		NM	2	\$400.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	Rate					_	\$400.00
	\$200.00						
13 WISN 10/24/12 10/26/12 3-4p	3-4p		:30		NM	3	\$1,500.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	Rate				ı		* *
	\$500.00						
A	3-4p		:30		NM	2	\$1,000.00
Week: 10/29/12 11/04/12 MT 2	<u>Rate</u> \$500.00						
15 WISN 10/24/12 10/26/12 DR. OZ	4P-5P						
Start Date End Date Weekdays Spots/Week	4P-5P <u>Rate</u>		:30		NM	3	\$1,650.00
Week: 10/22/12 10/28/12WTF 3	\$550.00						
16 WISN 10/29/12 10/30/12 DR. OZ	4P-5P		.20				
Start Date End Date Weekdays Spots/Week	Rate		:30		MM	2	\$1,100.00
Week: 10/29/12 11/04/12 MT 2	\$550.00						
N 17 WISN 10/24/12 10/26/12 News M-F 5p	5-530pm		:30		N/N/I	4.4	07 / 50 00
Start Date End Date Weekdays Spots/Week	Rate		.50		NM	11	\$7,450.00
Week: 10/22/12 10/28/12WTF 3	\$850.00						
Spot Ch Date Range Description	Start/End Time	<u>Weekdays</u>	<u>Length</u>	<u>Rate</u>	<u> Type</u>		
3 WISN 10/22/12-10/28/12 News M-F 5p	5-530pm	WThF	- :30	<del>\$850.00</del>	NM		
See MG 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.10, 17.11, 17.1 4 WISN 10/29/12-10/30/12 Nightline							
MG for 19.1,17.3,21.3,21.1,21.2,23.1	11p-1130p	MTu	- :30	\$1,850.00	NM		
5 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu	- :30	\$375.00			
MG for 19.1,17.3,21.3,21.1,21.2,23.1	1100 12000		.50	\$375.00	NM		
6 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu	- :30	\$375.00	NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1			·	,,,,,,,,			
7 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu	- :30	\$375.00	NM		
₱ MG for 19.1,17.3,21.3,21.1,21.2,23.1 8 WISN 10/29/12-10/30/12 Jimmy Kimmel							
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	1130-1230a	MTu	- :30	\$375.00	NM		
9 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	1.4TT					
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	4F-5F	MTu	- :30	\$600.00	NM		
10 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	- :30	\$600.00	NIN #		
MG for 19.1,17.3,21.3,21.1,21.2,23.1	👣	ni u	50	φ600.00	NM		
11 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	- :30	\$600.00	NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1			,		1 4141		
12 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	- :30	\$600.00	NM		
® MG for 19.1,17.3,21.3,21.1,21.2,23.1		···					
18 WISN 10/29/12 10/30/12 News M-F 5p	5-530pm		:30		NM	2	\$1,700.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MT         2	Rate					_	7.17.00.00
	\$850,00						
N 19 WISN 10/24/12 10/26/12 News M-F 6p Start Date End Date Weekdays Spots/Week	6-630pm		:30		NM	2	\$2,000.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12WTF 3	<u>Rate</u> \$1,000.00						•
Spot Ch Date Range Description	Start/End Time	Weekdays	Longth	Data	l		
1 WISN 10/22/12-10/28/12 News M-F 6p	6-63 <i>0</i> pm	WThF	<u>Length</u> - :30	<u>Rate</u> <del>\$1,000.00</del>	Type		
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1.	2		.50	<del>₩≀,₩₩₩</del>	NM		

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Hearst lelevision inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



Contract / Revision Alt Order # 902331 1 06112211 Contract Dates Product Estimate #

10/24/12 - 10/30/12 NRSC

Advertiser Original Date / Revision NRSC National Republica 10/24/12 / 10/24/12

Spots/ \*Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount WISN 10/29/12 10/30/12 News M-F 6p 6-630pm :30 NM \$2,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MT----\$1,000.00 WISN 10/24/12 10/26/12 **Entertainment Tonigh** 630p-7pm :30 NM 0 \$0.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 WTF--\$800.00 Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type 1 WISN 10/22/12-10/28/12 Entertainment Tonigh 630p-7pm ---WThF----:30 \$800.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 2 WISN 10/22/12-10/28/12 Entertainment Tonigh 630p-7pm ---WThF----:30 \$800.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 3 WISN 10/22/12-10/28/12 Entertainment Tonigh 630p-7pm -**--**WThF----:30 \$800.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 22 WISN 10/29/12 10/30/12 **Entertainment Tonigh** 630p-7pm :30 NM 2 \$1,600.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 MT----2 \$800.00 23 WISN 10/24/12 10/26/12 Late News 10PM LTC 10-1030p :30 NM 1 \$1,500.00 Start Date Weekdays End Date Spots/Week Rate Week: 10/22/12 10/28/12 -W-F--\$1,500.00 Spot Ch Date Range <u>Description</u> Start/End Time Weekdays Length Rate Type 1 WISN 10/22/12-10/28/12 Late News 10PM LTC 10-1030p ---W--F--:30 \$1,500.00 NM See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 24 WISN 10/29/12 10/30/12 Late News 10PM LTC 10-1030p :30 NM 2 \$3,000.00 Start Date Spots/Week End Date Weekdays Rate Week: 10/29/12 11/04/12 MT----\$1,500.00 2 25 WISN 10/25/12 10/25/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 ---1---\$850.00 26 WISN 10/29/12 10/29/12 1030p-11p Late News 1030PM LTC :30 NM \$850.00 Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 \$850.00 1 27 WISN 10/24/12 10/25/12 Nightline 11p-1130p :30 NM 2 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 --WT---2 \$750.00 WISN 10/30/12 10/30/12 Nightline 11p-1130p :30 NM \$750.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 -1----1 \$750.00 WISN 10/29/12 10/29/12 **DWTS** Prime Other .30 NM \$5,000.00 End Date Start Date Weekdays Spots/Week <u>Rate</u> Week: 10/29/12 11/04/12 1----\$5,000.00 WISN 10/27/12 10/27/12 News Sat 7-9a 7-9am :30 NM \$350.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 <del>-</del>-1-1 \$350.00 WISN 10/27/12 10/27/12 SA 5-530p 5a-530p :30 NM \$500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/22/12 10/28/12 \$500.00 --1-Spot Ch Date Range Description Start/End Time Weekda ys Length Rate <u>Type</u> 1 WISN 10/22/12-10/28/12 SA 5-530p 5a-530p --**---**Sa--:30 \$500.00 NM See MG 31.2 2 WISN 10/28/12-10/28/12 Chris Matthews \*1030-11A -----St :30 \$500.00 NM MG for 31.1 10/27

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	Contract / Revision	Alt Order#
	902331 / 3	06112211
Contract Dates	Product	Estimate #
10/24/12 - 10/30/12	NRSC	

Advertiser Original Date / Revision 10/24/12 / 10/24/12 NRSC National Republica

*Line Ch Start Date End Date Description	0	Spots/	_		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	pots	Amount
32 WISN 10/27/12 10/27/12 News Sa 6p-7p Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	6-7PM <u>Rate</u> \$550.00	:30	NM	1	\$550.00
33 WISN 10/27/12 10/27/12 Sat ABC Prime Other <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	Prime Other <u>Rate</u> \$7,000.00	:30	NM	1	\$7,000.00
Spot Ch Date Range Description  1 W/SN 10/22/12-10/28/12 Sat ABC Prime Other See MG 33.2	Start/End Time Prime Other	<u>Weekdays</u> <u>Length</u> <u>Rate</u> Sa :30 <del>\$7,000.00</del>	<u>Type</u> <i>NM</i>		
2 WISN 10/22/12-10/28/12 ABC Prime College Footba	l 7-1030p	Sa :30 \$7,000.00	NM		
34 WISN 10/28/12 10/28/12 News Sun 7-9a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	7-9am <u>Rate</u> \$300.00	:30	NM	1	\$300.00
35 WISN 10/28/12 10/28/12 Sun 9-930A  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	9-930A <u>Rate</u> \$300.00	:30	NM	1	\$300.00
36 WISN 10/28/12 10/28/12 This Week With Georg  Start Date	930-1030am <u>Rate</u> \$850.00	:30	NM	1	\$850.00
37 WISN 10/28/12 10/28/12 News Sun 530pm  Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	530-6p <u>Rate</u> \$500.00	:30	MM	1	\$500.00
38 WISN 10/28/12 10/28/12 Late News 10pm LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	10p-1030p <u>Rate</u> \$1,500.00	:30	NM	1	\$1,500.00
39 WISN 10/28/12 10/28/12 Late News SU 1030PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	1030p-11p <u>Rate</u> \$850.00	:30	NM	1	\$850.00
40 WISN 10/27/12 10/27/12 Badgers <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12S- 1	230p-6p <u>Rate</u> \$8,500.00	:30	NM	1	\$8,500.00
N 41 WISN 10/25/12 10/25/12 Last Resort  Start Date	Thu 7-8p <u>Rate</u> \$3,750.00	:30	NM	1	\$3,750.00
		Totals		80	\$68,650.00

Time Period # of Spots **Gross Amount** Net Amount 10/01/12 -10/28/12 44 \$41,800.00 \$35,530.00 10/29/12 -10/30/12 36 \$26,850.00 \$22,822.50 Totals 80 \$68,650.00 \$58,352.50

Signature:	Date:

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#### TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. **BILLING AND PAYMENTS**

- Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. **TERMINATION**

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. **FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. **CONSEQUENTIAL DAMAGES**

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specitying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL.

Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the (a)

face hereof.

(b) The Station shall exercise normal precautions in handling o materials and other property furnished by the Agency in connection with broadcasts hereunder. connection with broadcasts except after its prior approval.	f property and mail, but assumes no liability for loss or damage to program or commercia The Station will not accept or process mail, correspondence, or telephone calls in
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- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service, all references herein to Agency shall allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]



And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

Contract / Revision Alt Order# 902331 06112211 <u>Product</u> NRSC Contract Dates Estimate # 10/24/12 - 10/30/12 Advertiser Original Date / Revision NRSC National Republican Senate Comm 10/29/12 / 10/29/12 Billing Calendar Billing Cycle Cash/Trade

EOM/EOC **Broadcast** Cash Station Account Executive Sales Office WISN HRP -Washingt Will Hildebrandt Special Handling Demographic Adults 25-54 IDB# Advertiser Code Product Code 9912521 Agency Ref Advertiser Ref

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
1 WISN 10/24/12 10/26/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	5-6A <u>Rate</u> \$250.00	:30	NM 3	\$750.00
2 WISN 10/29/12 10/30/12 News M-F 5a  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MT 2	5-6A <u>Rate</u> \$250.00	:30	NM 2	\$500.00
3 WISN 10/24/12 10/26/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	6-7A <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
4 WISN 10/29/12 10/30/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	6-7A <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
5 WISN 10/24/12 10/26/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	7-9a <u>Rate</u> \$500.00	:30	NM 3	\$1,500.00
6 WISN 10/29/12 10/30/12 Good Morning America Start Date	7-9a <u>Rate</u> \$500.00	:30	NM 2	\$1,000.00
7 WISN 10/24/12 10/26/12 LIVE WITH KELLY! <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	9-10am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
8 WISN 10/29/12 10/30/12 LIVE WITH KELLY! <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	9-10am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
9 WISN 10/24/12 10/26/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	<b>1</b> 0-11am <u>Rate</u> \$300.00	:30	NM 3	\$900.00
10 WISN 10/29/12       10/30/12       The View         Start Date       End Date       Weekdays       Spots/Week         Week: 10/29/12       11/04/12       MT       2	10-11am <u>Rate</u> \$300.00	:30	NM 2	\$600.00
11 WISN 10/24/12 10/26/12 THE CHEW	12P-1P	:30	NM 3	\$600.00

CONTRACT

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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Print Date 10/29/12

Page 2 of 7



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Re 902331	VISI /	<u>on</u> 4	Alt Order # 06112211	
Product			Estimate #	

Contract Dates -roduct <u> Estimate #</u> 10/24/12 - 10/30/12 NRSC

Original Date / Revision Advertiser 10/29/12 / 10/29/12 NRSC National Republica

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rat	e Type S	Spots	Amount
Start Date End Date Weekdays Spots/Week	<u>Rate</u>		ľ		
Week: 10/22/12	\$200.00				
12 WISN 10/29/12 10/30/12 THE CHEW	12P-1P	:30	NM	2	\$400.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 MT 2	\$200.00				
13 WISN 10/24/12 10/26/12 3-4p	3-4p	:30	NM	3	\$1,500.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12wTF 3	<u>Rate</u> \$500.00				
14 WISN 10/29/12 10/30/12 3-4p	3-4p	:30	NM	2	64 000 00
Start Date End Date Weekdays Spots/Week	Rate	.50	19191	2	\$1,000.00
Week: 10/29/12 11/04/12 MT 2	\$500.00		I		
15 WISN 10/24/12 10/26/12 DR. OZ	4P-5P	:30	NM	3	\$1,650.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>			-	V. (000.00
Week: 10/22/12 10/28/12WTF 3	\$550.00				
16 WISN 10/29/12 10/30/12 DR. OZ	4P-5P	:30	NM	2	\$1,100.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MT         2	Rate				
	\$550.00				
N 17 WISN 10/24/12 10/26/12 News M-F 5p Start Date End Date Weekdays Spots/Week	5-530pm	:30	NM	10	\$6,600.00
Week: 10/22/12 10/28/12WTF 3	<u>Rate</u> \$850.00				
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rat	<u>Туре</u>		
1 WISN 10/22/12-10/28/12 News M-F 5p	5-530pm	wThF :30 \$850.0			
Credited					
3 WISN 10/22/12-10/28/12 News M-F 5p	5-530pm	wThF :30 \$850.0	9 NM		
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1		NT. 00 04 050 0	<b>.</b>		
4 WISN 10/29/12-10/30/12 Nightline  MG for 19.1,17.3,21.3,21.1,21.2,23.1	11p-1130p	MTu :30 \$1,850.0	D NM		
5 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu :30 \$375.0	о им		
MG for 19.1,17.3,21.3,21.1,21.2,23.1		100 000.0			
6 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu :30 \$375.0	MM C		
MG for 19.1,17.3,21.3,21.1,21.2,23.1					
7 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu :30 \$375.0	0 NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1  8 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu :30 \$375.0	O NM		
₩ MG for 19.1,17.3,21.3,21.1,21.2,23.1	1100-1200a	MTG 3373.0	14141		
9 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu :30 \$600.0	O NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1					
10 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu :30 \$600.0	0 NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1     NISN 10/29/12-10/30/12 DR. OZ	4D 5D	NT. 20 0000			
MG for 19.1,17.3,21.3,21.1,21.2,23.1	4P-5P	MTu :30 \$600.0	0 NM		
12 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	мти :30 \$600.0	O NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1					
18 WISN 10/29/12 10/30/12 News M-F 5p	5-530pm	:30	NM	2	\$1,700.00
Start Date End Date Weekdays Spots/Week	Rate	,		_	¥1,100.00
Week: 10/29/12 11/04/12 MT 2	\$850.00				
N 19 WISN 10/24/12 10/26/12 News M-F 6p	6-630pm	:30	NM	1	\$1,000.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/22/12	\$1,000.00		i		

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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Contract / Revision Alt Order# 06112211 902331 / 4

Contract Dates Product Estimate # 10/24/12 - 10/30/12 NRSC

<u>Advertiser</u> Original Date / Revision NRSC National Republica 10/29/12 / 10/29/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	TypeSpots	Amount
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 W/SN 10/22/12-10/28/12 News M-F 6p See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1	Rate Start/End Time 6-630pm	<u>Weekdaγs Length</u> <u>Rate</u> WThF :30 \$1,000.00	Type NM	
3 WISN 10/22/12-10/28/12 News M-F 6p Credited	6-630 <i>pm</i>	WThF :30 \$1,000.00	NM	
20 WISN 10/29/12 10/30/12 News M-F 6p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	6-630pm <u>Rate</u> \$1,000.00	:30	NM 2	\$2,000.00
21 WISN 10/24/12 10/26/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12WTF 3	630p-7pm <u>Rate</u> \$800.00	:30	NM 0	\$0.00
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 W/SN 10/22/12-10/28/12 Entertainment Tonigh See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1	Start/End Time 630p-7pm 12	Weekdays Length RateWThF :30 \$800.00	<u>Type</u> NM	
2 W/SN 10/22/12-10/28/12 Entertainment Tonigh See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1		WThF :30 \$800.00	NM	
3 W/SN 10/22/12-10/28/12 Entertainment Tonigh See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1		WThF :30 \$80 <del>0.00</del>	NM ————	
22 WISN 10/29/12 10/30/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	630p-7pm <u>Rate</u> \$800.00	:30	NM 2	\$1,600.00
N 23 WISN 10/24/12 10/26/12 Late News 10PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12W-F 2	10-1030p <u>Rate</u> \$1,500.00	:30	O MM	\$0.00
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 W/SN 10/22/12-10/28/12 Late News 10PM LTC See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.1	Start/End Time 10-1030p	Weekdays         Length         Rate          WF         :30         \$1,500.00	<u>Type</u> NM	
2 WISN 10/22/12-10/28/12 Late News 10PM LTC Credited	10-1030p	WF :30 \$1,500.00	NM	
24 WISN 10/29/12       10/30/12       Late News 10PM LTC         Start Date       End Date       Weekdays       Spots/Week         Week: 10/29/12       11/04/12       MT       2	10-1030p <u>Rate</u> \$1,500.00	:30	NM 2	\$3,000.00
25 WISN 10/25/12 10/25/12 Late News 1030PM LTC  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	1030p-11p <u>Rate</u> \$850.00	:30	<b>NM</b> 1	\$850.00
26 WISN 10/29/12 10/29/12 Late News 1030PM LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 1 1	1030p-11p <u>Rate</u> \$850.00	:30	NM 1	\$850.00
27 WISN 10/24/12       10/25/12       Nightline         Start Date       End Date       Weekdays       Spots/Week         Week:       10/22/12       10/28/12      wT       2	11p-1130p <u>Rate</u> \$750.00	:30	NM 2	\$1,500.00
28 WISN 10/30/12 10/30/12 Nightline <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 -1 1	11p-1130p <u>Rate</u> \$750.00	:30	NM 1	\$750.00
29 WISN 10/29/12 10/29/12 DWTS  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 1 1	Prime Other <u>Rate</u> \$5,000.00	:30	NM 1	\$5,000.00
30 WISN 10/27/12 10/27/12 News Sat 7-9a	7-9am	:30	NM 1	\$350.00

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or elhnicity.



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revision	Alt Order #	_
	902331 / 4	06112211	
Contract Dates	Product	Estimate #	_
10/24/12 - 10/30/12	NRSC		

Advertiser Original Date / Revision NRSC National Republica 10/29/12 / 10/29/12

(1)		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1-         1	<u>Rate</u> \$350.00			
31 WISN 10/27/12 10/27/12 SA 5-530p  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121- 1	5a-530p <u>Rate</u> \$500.00	:30	NM 1	\$500.00
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 WISN 10/22/12-10/28/12 SA 5-530p  See MG 31.2	Start/End Time 5a-530p	<u>Weekdays</u> <u>Length</u> <u>Rate</u> Sa :30 \$500.00	<u>Type</u> NM	
2 WISN 10/28/12-10/28/12 Chris Matthews  MG for 31.1 10/27	*1030-11A	St :30 \$500.00	NM	
N 32 WISN 10/27/12 10/27/12 News Sa 6p-7p  Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	6-7PM <u>Rate</u> \$550.00	:30	NM 0	\$0.00
Spot Ch Date Range Description  1 WISN 10/22/12-10/28/12 News Sa 6p-7p Credited	Start/End Time 6-7PM	Weekdays         Length         Rate          Sa         :30         \$550.00	<u>Type</u> NM	
33 WISN 10/27/12 10/27/12 Sat ABC Prime Other  Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	Prime Other Rate \$7,000.00	:30	<b>N</b> M 1	\$7,000.00
Spot Ch Date Range Description  1 W/SN 10/22/12-10/28/12 Sat ABC Prime Other See MG 33.2	Start/End Time Prime Other	Weekdays         Length         Rate          Sa         :30         \$7,000.00	<u>Type</u> NM	
2 WISN 10/22/12-10/28/12 ABC Prime College Footba  → MG for 33.1 10/27	l 7-1030p	Sa :30 \$7,000.00	NM	
34 WISN 10/28/12 10/28/12 News Sun 7-9a Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	7-9am <u>Rate</u> \$300.00	:30	NM 1	\$300.00
35 WISN 10/28/12 10/28/12 Sun 9-930A Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	9-930A <u>Rate</u> \$300.00	:30	NM 1	\$300.00
36 WISN 10/28/12 10/28/12 This Week With Georg  Start Date	930-1030am <u>Rate</u> \$850.00	:30	NM 1	\$850.00
37 WISN 10/28/12 10/28/12 News Sun 530pm Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	530-6p <u>Rate</u> \$500.00	:30	NM 1	\$500.00
38 WISN 10/28/12 10/28/12 Late News 10pm LTC  Start Date	10p-1030p <u>Rate</u> \$1,500.00	:30	NM 1	\$1,500.00
39 WISN 10/28/12 10/28/12 Late News SU 1030PM  Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	1030p-11p <u>Rate</u> \$850.00	:30	NM 1	\$850.00
40 WISN 10/27/12 10/27/12 Badgers  Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12S- 1	230p-6p <u>Rate</u> \$8,500.00	:30	NM 1	\$8,500.00
41 WISN 10/25/12 10/25/12 Last Resort  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/12T 1	Thu 7-8p <u>Rate</u> \$3,750.00	:30	NM 1	\$3,750.00
		Totals	76	\$64,750.00

<sup>(\*</sup> Line Transactions: N = New, E = Edited, D = Deleted)

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Print Date 10/29/12



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revi	sion_	Alt Order #	
	902331 /	4	06112211	
Contract Dates	Product		Estimate #	
10/24/12 - 10/30/12	NRSC			
Advertiser		<u>Or</u>	iginal Date / Revision	
NRSC National Reput	dica	- 1	10/29/12 / 10/29/12	

Time Period	e Period # of Spots C		# of Spots Gross Amount		Net Amount
10/01/12 -10/28/12	40	\$37,900.00	\$32,215.00		
10/29/12 -10/30/12	36	\$26,850.00	\$22,822.50		
Totals	76	\$64,750.00	\$55,037.50		

Signature:	Date:	

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

## FIXEO RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### . AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or fumished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

## CONTRACT



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

	Contract / Re	vision	Alt Or	der#
	902331	/ 5	06112	2211
<u>Product</u>	· <del>L</del>			······································
NRSC				
Contract Dates	Estimate #			
10/24/12 - 10/30/12				
Advertiser	. <b>.</b>		Original E	Date / Revision
NRSC National Republica			10/31/1	
	Billing Cycle	Billing	Calendar	Cash/Trade

EOM/EOC	Prondens		Oasii/ ITaue
	Broadcast		Cash
<u>Station</u>	Account E	xecutive	Sales Office
WISN	Will Hildet	orandt	HRP -Washingt
Special Hand	ling		
Demographic		<del>,</del>	
Adults 25-54			
	l		
			,
IDB#	Advertiser	Code	Product Code
9912521	- ta voltiber	Oode	Froduct Code
Agency Ref		<u>Advertiser</u>	Ref
1	i		

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	_		
1 WISN 10/24/12 10/26/12 News M-F 5a	5-6A	7ong.ii 77ook Trate	TypeSpo	ts	Amount
Week: 10/22/12 End Date Weekdays Spots/Week	5-6A <u>Rate</u> \$250.00	:30	NM	3	\$750.00
2 WISN 10/29/12 10/30/12 News M-F 5a  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MT 2	5-6A <u>Rate</u> \$250.00	:30	NM	2	\$500.00
3 WISN 10/24/12 10/26/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	6-7A <u>Rate</u> \$500.00	:30	NM	3	\$1,500.00
4 WISN 10/29/12 10/30/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	6-7A <u>Rate</u> \$500.00	:30	NM	2	\$1,000.00
5 WISN 10/24/12 10/26/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12WTF 3	7-9a <u>Rate</u> \$500.00	:30	NM	3	\$1,500.00
6 WISN 10/29/12 10/30/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	7-9a <u>Rate</u> \$500.00	:30	NM	2	\$1,000.00
7 WISN 10/24/12 10/26/12 LIVE WITH KELLY!  Start Date	9-10am <u>Rate</u> \$300.00	:30	NM	3	\$900.00
8 WISN 10/29/12 10/30/12 LIVE WITH KELLY!  Start Date	9-10am <u>Rate</u> \$300.00	:30	NM	2	\$600.00
9 WISN 10/24/12 10/26/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	10-11am <u>Rate</u> \$300.00	:30	NM	3	\$900.00
10 WISN 10/29/12 10/30/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12 MT 2	10-11am <u>Rate</u> \$300.00	:30	NM	2	\$600.00
11 WISN 10/24/12 10/26/12 THE CHEW	12P-1P	:30	NM	3	\$600.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

specified.

Hearst television inc, does not discriminate in the sale of advertising lime, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

/ 10/31/12



**WISN TV** 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revision 902331 / 5	Alt Order # 06112211
Contract Dates 10/24/12 - 10/30/12	Product NRSC	Estimate #
Advertiser	[Or	iginal Date / Revision

10/31/12

NRSC National Republica

	<u></u>						
*Line Ch Start Date End Date Description	Start/End Time	Days Le	Spo ngth We		Туре	Snoto	A
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12WTF 3	<u>Rate</u> \$200.00			ok rato	Турс	эрога	Amount
12 WISN 10/29/12 10/30/12 THE CHEW	12P-1P		:30		NM		
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MT         2	<u>Rate</u> \$200.00		.00		ININI	2	\$400.00
13 WISN 10/24/12 10/26/12 3-4p	3-4p		:30		NM	2	04 544 54
Week: 10/22/12 End Date Weekdays Spots/Week	<u>Rate</u> \$500.00		.00		IAIM	3	\$1,500.00
14 WISN 10/29/12 10/30/12 3-4p	3-4p		:30		NM	2	¢1 000 00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MT         2	<u>Rate</u> \$500.00				14141	2	\$1,000.00
15 WISN 10/24/12 10/26/12 DR. OZ	4P-5P		:30		NINA	•	<b>A</b>
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        wTF         3	<u>Rate</u> \$550.00		.50		NM	3	\$1,650.00
16 WISN 10/29/12 10/30/12 DR. OZ	4P-5P		:30		NM	2	P4 400 00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MT         2	<u>Rate</u> \$550.00				1410	4	\$1,100.00
E 17 WISN 10/24/12 10/26/12 News M-F 5p	5-530pm		:30		NM	10	¢C 000 00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        wTF         3	<u>Rate</u> \$850.00		,,,,		14(9)	10	\$6,600.00
Spot Ch Date Range Description	Start/End Time	<u>Weekdays</u>	Length	Rate	<u>Туре</u>		
1 W/SN 10/22/12-10/28/12 News M-F 5p Credited	5-530 <i>pm</i>	WThF		\$850.00	NM		
3 W/SN 10/22/12-10/28/12 News M-F 5p	5-530pm	WThF	.20	#050 00			
See MG 17.4,17.5,17.6,17.7.17.8.17.9.17.10.17.11.17.12	2	WIIIF	:30	\$850.00	NM		
4 WISN 10/29/12-10/30/12 Nightline  MG for 19.1,17.3,21.3,21.1,21.2,23.1	11p-1130p	MTu	:30	\$1,850.00	NM		
5 WISN 10/29/12-10/30/12 Jimmy Kimme!	1130-1230a	MTu	:30	\$375.00	NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1     WISN 10/29/12-10/30/12 Jimmy Kimmel	1400 4000			4010.00	14141		
MG for 19.1,17.3,21.3,21.1,21.2,23.1	1130-1230a	MTu	:30	\$375.00	NM		
7 WISN 10/29/12-10/30/12 Jimmy Kimmel MG for 19.1,17.3,21.3,21.1,21.2,23.1	1130-1230a	MTu	:30	\$375.00	NM		
LR- Network Program Runover							
8 WISN 10/29/12-10/30/12 Jimmy Kimmel	1130-1230a	MTu	:30	\$375.00	NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1     WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	.00	0000			
MG for 19.1,17.3,21.3,21.1,21.2,23.1		M1U	:30	\$600.00	NM		
10 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	:30	\$600.00	NM		
11 WISN 10/29/12-10/30/12 DR. OZ	4P-5P	MTu	:30	\$600.00	NM		
MG for 19.1,17.3,21.3,21.1,21.2,23.1 12 WISN 10/29/12-10/30/12 DR. OZ			.00		IAINI		
⊕ MG for 19.1,17.3,21.3,21.1,21.2,23.1	4P-5P	MTu	:30	\$600.00	NM		
18 WISN 10/29/12 10/30/12 News M-F 5p	5-530pm		:30		NM	2	64 700 00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MT         2	<u>Rate</u> \$850.00				INIVI	2	\$1,700.00
E 19 WISN 10/24/12 10/26/12 News M-F 6p	6-630pm	<del>"</del>	:30		NM	4	64.000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        wTF         3	<u>Rate</u> \$1,000.00		.50		INIVI	1	\$1,000.00
·	+ -1000.00						

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to stalion the amount of any bills rendered by stalion within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revi	sion	Alt Order#	
	902331 /	5	06112211	
Contract Dates 10/24/12 - 10/30/12	Product NRSC		Estimate #	
Advertiser		Or	iginal Date / Revision	
NRSC National Repub	lica	I	10/31/12 / 10/31/12	

	<del></del>		<del></del>	
*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	T 0 /	_
		Days Length Week Rate	Type Spots	Amount
Start Date	Rate	147 1 2		
1 WISN 10/22/12-10/28/12 News M-F 6p	Start/End Time	Weekdays Length Rate	<u>Type</u>	
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12	6-630pm	- <b></b> WThF :30 \$1,000.00	NM	
3 WISN 10/22/12-10/28/12 News M-F 6p				
Credited News IN 4 Op	6-630pm	wThF- <b></b> :30 \$ <del>1,000.00</del>	NM	
Ct-d Data E in the control of the co	6-630pm	:30	NM 2	\$2,000.00
Model 10/00/40	<u>Rate</u>		_	Ψ2,000.00
	\$1,000.00			
E 21 WISN 10/24/12 10/26/12 Entertainment Tonigh	630p-7pm	:30	NM 0	\$0.00
Week: 10/22/12 End Date Weekdays Spots/Week	<u>Rate</u>			\$0.00
3	\$800.00			
	Start/End Time	Weekdays Length Rate	Type	
1 WISN 10/22/12-10/28/12 Entertainment Tonigh	630p-7pm	WThF :30 \$800.00	NM	
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12				
2 WISN 10/22/12-10/28/12 Entertainment Tonigh	630p-7pm	WThF :30 \$800.00	NM	
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12 3 WISN 10/22/12-10/28/12 Entertainment Tonigh				
See MC 17.4.17.5.47.6.47.7.47.0.47.49.49.49.49.49.49.49.49.49.49.49.49.49.	630p-7pm	WThF- <b></b> - :30 \$800.00	NM	
See MG 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.10, 17.11, 17.12				
22 WISN 10/29/12 10/30/12 Entertainment Tonigh	630p-7pm	:30	NM 2	\$1,600.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	<u>Rate</u>			Ψ1,000.00
	\$800.00			
E 23 WISN 10/24/12 10/26/12 Late News 10PM LTC	10-1030p	:30	NM 0	\$0.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12W-F 2	<u>Rate</u>			Ψ0.00
· · · · · · · · · · · · · · · · ·	\$1,500.00		l	
	Start/End Time	Weekdays Length Rate	Туре	
1 WISN 10/22/12-10/28/12 Late News 10PM LTC	10-1030p	<b>-</b> WF <b></b> :30 \$ <del>1,500.00</del>	NM	
See MG 17.4,17.5,17.6,17.7,17.8,17.9,17.10,17.11,17.12				
2 WISN 10/22/12-10/28/12 Late News 10PM LTC Credited	10-1030p	WF :30 \$1,500.00	NM	
24 WISN 10/29/12 10/30/12 Late News 10PM LTC	10-1030p	:30	NM 2	\$3,000.00
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MT 2	<u>Rate</u>			Ψ3,000.00
	\$1,500.00			
25 WISN 10/25/12 10/25/12 Late News 1030PM LTC	1030p-11p	:30	NM 1	\$850.00
Start Date End Date Weekdays Spots/Week	Rate	,,,,	14141	\$850.00
Week: 10/22/12 10/28/121 1	\$850.00			
	1030p-11p	:30	NM 1	<b>\$050.00</b>
Start Date End Date Weekdays Spots/Week	Rate	,	14101	\$850.00
Week: 10/29/12 11/04/12 1 1	\$850.00			
27 WISN 10/24/12 10/25/12 Nightline	11p-1130p	:30	NM 2	64 500 05
Start Date End Date Weekdays Spots/Week	Rate	.50	NM 2	\$1,500.00
vveek: 10/22/12	\$750.00			
28 WISN 10/30/12 10/30/12 Nightline	11p-1130p	:30	AIM 4	AT
Start Date End Date Weekdays Spots/Week	Rate	.00	NM 1	\$750.00
Week: 10/29/12 11/04/12 -1 1	\$750.00			
29 WISN 10/29/12 10/29/12 DWTS	Prime Other	:30	NINA .	
Start Date End Date Weekdays Snots/Week	Rate	.00	NM 1	\$5,000.00
Week: 10/29/12 11/04/12 1 1	\$5,000.00			
30 WISN 10/27/12 10/27/12 News Sat 7-9a	7-9am	:30	Alba d	
		JU.	NM 1	\$350.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station line amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc. does not discriminate in the sale of advertision time.

specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

10/31/12 / 10/31/12



Contract / Revision Alt Order# 902331 06112211 Contract Dates Product Estimate # 10/24/12 - 10/30/12 NRSC Advertiser Original Date / Revision NRSC National Republica

	<u></u>	<u> </u>	J	
*Line Ch Start Date End Date Description	C44/E4 T	Spots/		
Start Date End Date Weekdays Spots/Week	Start/End Time Rate	Days Length Week Rate	Type Spots	Amount
Week: 10/22/12 10/28/121- 1 E 31 WISN 10/27/12 10/27/12 SA 5-530p	\$350.00			
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	5a-530p <u>Rate</u> \$500.00	:30	NM	\$500.00
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 WISN 10/22/12-10/28/12 SA 5-530p	Start/End Time	Weekdays Length Rate	<u>Type</u>	
See MG 31.2	5a-5 <i>30p</i>	Sa :30 \$500.00	NM	
2 WISN 10/28/12-10/28/12 Chris Matthews  MG for 31.1 10/27	*1030-11A	<b>-</b> St :30 \$500.00	NM	
E 32 WISN 10/27/12 10/27/12 News Sa 6p-7p  Start Date	6-7PM <u>Rate</u> \$550.00	:30	NM (	\$0.00
Spot Ch Date Range Description  1 WISN 10/22/12-10/28/12 News Sa 6p-7p	Start/End Time	Weekdays Length Rate	<u>Type</u>	
Credited	6-7PM	Sa :30 \$550.00	NM	
E 33 WISN 10/27/12 10/27/12 Sat ABC Prime Other  Start Date	Prime Other <u>Rate</u> \$7,000.00	:30	NM 1	\$7,000.00
Spot Ch Date Range Description  1 WISN 10/22/12-10/28/12 Sat ABC Prime Other See MG 33.2	Start/End Time Prime Other	Weekdays         Length         Rate          Sa         :30         \$7,000.00	<u>Type</u> <i>NM</i>	
2 WISN 10/22/12-10/28/12 ABC Prime College Footba      MG for 33.1 10/27	i 7-1030p	Sa :30 \$7,000.00	NM	
34 WISN 10/28/12 10/28/12 News Sun 7-9a  Start Date	7-9am <u>Rate</u> \$300.00	:30	NM 1	\$300.00
35 WISN 10/28/12 10/28/12 Sun 9-930A  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	9-930A <u>Rate</u> \$300.00	:30	NM 1	\$300.00
36 WISN 10/28/12 10/28/12 This Week With Georg  Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	930-1030am <u>Rate</u> \$850.00	:30	<b>NM</b> 1	\$850.00
37 WISN 10/28/12 10/28/12 News Sun 530pm Start Date End Date Weekdays Spots/Week	530-6p	:30	NM 1	\$500.00
Week: 10/22/12 10/28/121 1	<u>Rate</u> \$500.00			
38 WISN 10/28/12 10/28/12 Late News 10pm LTC  Start Date	10p-1030p <u>Rate</u> \$1,500.00	:30	NM 1	\$1,500.00
39 WISN 10/28/12 10/28/12 Late News SU 1030PM  Start Date   End Date   Weekdays   Spots/Week  Week: 10/22/12 10/28/121 1	1030p-11p <u>Rate</u> \$850.00	:30	<b>NM</b> 1	\$850.00
40 WISN 10/27/12 10/27/12 Badgers Start Date End Date Weekdays Snots/Week	230p-6p	:30	NM 1	\$8,500.00
Week: 10/22/12 10/28/12S- 1	<u>Rate</u> \$8,500.00			. ,
41 WISN 10/25/12 10/25/12 Last Resort  Start Date	Thu 7-8p <u>Rate</u> \$3,750.00	:30	<b>N</b> M 1	\$3,750.00
N 42 WISN 10/29/12 10/29/12 630-7p	630-7p	:30	NM 1	\$1,000.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obtigated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



37

77

10/29/12 -10/30/12

Totals

	Contract / Revision 902331 / 5	
Contract Dates 10/24/12 - 10/30/12	Product NRSC	Estimate #
Advertiser NRSC National Repub		Original Date / Revision 10/31/12 / 10/31/12

	ate End Date De		Start/End Time	Days	Spots/ Length Week R	tate Ty	/peSpots	Amount
<u>Start Date</u> Week: 10/29/12	End Date Wee! 11/04/12 M		Rate \$1,000.00					
					Totals	1111111	77	\$65,750.00
Time Period	# of Spots	Gross Amount	Net Amount					
10/01/12 -10/28/12	2 40	\$37,900.00	\$32,215,00					

\$23,672.50

\$55,887.50

Signature:	Date:	

\$27,850.00

\$65,750.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bilts are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

#### TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. **BILLING AND PAYMENTS**

- Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. **TERMINATION**

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timety payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisty the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notity Agency of such cancellation as reasonable access and equal opportunities to certain political candidates under the communications Act of 1904, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. **FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others,

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnity and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnity and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. **GENERAL**

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the face hereof,

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or common materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in	nercia I
(c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payments and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that	hereo Station

Advertiser has theretorize made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]